



Home Warranty
Toll Free: 800.555.9431
Toll Free Fax: 877.762.7922

Travelers Insurance Company of Canada
650 West Georgia Street, Suite 2500
Vancouver, British Columbia V6B 4N7
www.travelerscanada.ca

APPLICATION FORM AND INDEMNITY AGREEMENT FOR EQUITY EDGE NEW HOME DEPOSIT BOND

Bond Amount \$ _____		Name of Development:			
		Property Address to be Acquired: (include suite #)			
Closing Date:		Purchase Price:		Amount of Mortgage Required:	
Name of Applicant(s): (All parties named as purchasers on the Agreement of Purchase & Sale)					
Address:		City:		Prov.:	Postal Code:
Telephone Numbers:		E-Mail Address:			
Residence:		Business / Cell:			
Date of Birth of Applicant(s) (please provide copy of valid photo identification):					
Has your mortgage been approved by a financial institution? <i>If YES, please attach copy of approval document</i>				Yes	No
Are there any lawsuits, judgments or other proceedings outstanding against the applicant(s)? <i>If YES, provide details</i>				Yes	No
Have you ever filed for bankruptcy? <i>If YES, please provide a copy of the discharge</i>				Yes	No
Have you recently purchased, or are you planning to purchase additional condominium units or other real estate in the next 24 months?				Yes	No
Is the home you are purchasing going to be your principal residence?				Yes	No
Are you planning to sell your existing home?				Yes	No
Personal Net Worth Statement of Applicant(s)					
ASSETS	Total Amount(\$)	LIABILITIES	Total Amount(\$)	Monthly Payment	
Cash - <i>must be held on deposit with Canadian financial institution(s)</i>		Loans from bank			
Stocks/Bonds (at market value) - <i>must be held on deposit with Canadian financial institution(s)</i>		Credit cards			
Real Estate located in Canada (If more than one property please list property(ies) addresses & values)		Mortgage (principal, interest, taxes)			
		Other liabilities (eg. Lease payments)			
Name that Real Estate property(ies) is/are registered under:		Monthly rent payment			
TOTAL ASSETS		TOTAL LIABILITIES			
Combined Annual Income of Applicant(s) (from All Sources):		Number of years with Current Employer:			
		Applicant 1: _____ Applicant 2: _____			
IMPORTANT - PLEASE ATTACH COPIES OF YOUR PURCHASE AND SALE AGREEMENT & VERIFICATION OF INCOME					
NOTE: Travelers Insurance Company of Canada reserves the right to request additional information.					
ALLOW 2 BUSINESS DAYS FOR PROCESSING OF APPLICATION. IMPORTANT - DELIVERY INSTRUCTIONS: BOTH PAGES OF APPLICATION AND INDEMNITY AGREEMENT MUST BE SUBMITTED TO TRAVELERS BY MAIL PRIOR TO THE BOND BEING ISSUED TO THE OBLIGEE.					

PRIVACY CONSENT

The undersigned acknowledges that in order for Travelers Insurance Company of Canada ("the Company") to evaluate any application for the company's products that the Company will collect certain personal information about the undersigned, including the information contained in this application and other information gathered through legal means. The undersigned hereby consents to the following:

1. the collection of personal information concerning the undersigned;
2. the disclosure of the undersigned's personal information in the ordinary course of business to reinsurers, legal advisors, credit bureaus, other financial institutions, regulatory bodies and any third party deemed necessary by Travelers Insurance; and
3. the disclosure of the undersigned's personal information for the purposes of underwriting, bond or policy management which shall include all extensions, renewals, substitutions and modifications of the bond or policy, and claims administration.

In the event information about other individuals (e.g. family members, employees) is provided, the undersigned confirm that those persons have consented to the collection, use and disclosure of their personal information for the purposes of underwriting, bond or policy management and claims administration.

The Company's Privacy Policy is available for review online at www.travelerscanada.ca. If you wish to have a copy of this Policy by mail, or if you have any questions about the Privacy Policy of Travelers Canada, please contact our Privacy Officer at (800) 268-8447 or (416) 362-7231.

Subject to any legal limitations, you may access and correct, where necessary, your personal information held by the Company. If you would like to do so, please contact our Privacy Officer at our registered address.

Privacy Officer, Travelers Canada, 165 University Avenue, Toronto, Ontario M5H 3B9

NOTE: The premium for the bond as set by Travelers plus an application fee of \$100.00 will be due and payable prior to issuing the bond to the Obligee. The premium and fee will be fully earned by the Surety upon execution of the Bond

Name of Development: _____ Property Address to be Acquired: _____

INDEMNITY AGREEMENT

In consideration of the issue by **TRAVELERS INSURANCE COMPANY OF CANADA** (the "Surety") of a New Home Deposit Bond [and/or New Home Upgrades Bond] (the "Bond", including any modification, alteration, addition, rider, or extensions thereto) with respect to an agreement of purchase and sale between the undersigned and [insert obligee of bond] date [insert date] (the "Agreement"), the undersigned covenant and agree as follows:

1. The undersigned undertake to indemnify and keep indemnified the Surety in full against any and all losses, charges, expenses, costs, claims, demands or damages of whatsoever kind and nature which the Surety may sustain or incur by reason of having issued the Bond, deciding not to issue the Bond, default by the undersigned under the present agreement or enforcing any of the covenants and conditions hereof. The present undertaking includes, without limitation, the obligation of the undersigned to reimburse to the Surety all sums which the Surety may be called upon to pay:
 - (a) as a result of a judgment, arbitration award or settlement;
 - (b) as damages of any nature, including punitive and exemplary damages, as the case may be;
 - (c) in respect of any claim, liability or loss;
 - (d) as expenditure, costs or fees that it may incur, including the cost of internal or external adjusters and consultants;
 - (e) in satisfaction of judicial and extra-judicial fees and disbursements of the Surety's counsel on a solicitor and client basis and legal fees of claimant's counsel; and
 - (f) as administration costs related to claims under the Bond and under the present agreement.
2. The undersigned acknowledge that the Surety, in its sole and entire discretion, has the right to refuse to issue the Bond and the undersigned renounce and waive any recourse against the Surety resulting from such refusal.
3. The undersigned covenant to perform all the conditions of the Bond and the Agreement, and any and all alterations, modifications, renewals, conditions and extensions thereof. The undersigned undertake to pay to the Surety the premium for the issue of the Bond, in conformity with the Surety's tariff in force, or such other tariff as may be agreed upon with the undersigned.
4. In order to permit the Surety to meet its obligations under the Bond, the undersigned undertake to advance to the Surety upon demand, funds or satisfactory guarantees sufficient to allow the Surety to perform any or all of its obligations under the Bond, which could be subject to indemnification under the terms of the present agreement, even before any payment has been made by the Surety to a third party. Without limiting the generality of the foregoing, the undersigned undertake to advance funds or furnish guarantees, as soon as the Surety establishes or increases a reserve with respect to a claim or a situation relating to the Bond, up to the amount of such reserve which will be established by the Surety in its sole discretion.
5. The Surety may hold any advance made by the undersigned in such form as the Surety may in its sole discretion decide, and shall have no obligation to invest, or provide any income or return on any such advance. The Surety may use all or any part of such advance and any income earned thereon, in payment or compromise of any of the undersigned's obligations hereunder. The undersigned shall be entitled to the return of any unused portion of the advance, and the income (if any) earned on the balance of the advance outstanding from time to time (to the extent such income has not been used in payment or compromise of any of the undersigned's obligations hereunder), upon termination of the liability of the Surety on the Bond and the performance by the undersigned of all obligations to the Surety under the terms hereof. The Surety's calculation of the income, if any, attributable to any such advance shall be final and binding on the undersigned.
6. The undersigned acknowledge that the Surety will have the right, in its sole and entire discretion, to decide whether to pay, settle or contest any claim under the Bond without any obligation to consult or advise the undersigned in advance of so doing.
7. The undersigned acknowledge their obligation to indemnify the Surety upon presentation by the Surety of a release or a copy of a cheque or any other proof of payment, which will be deemed to be complete proof of the amount paid and of the Surety's right to make such payment as a result of the issuance of the Bond and, consequently, its right to demand reimbursement from the undersigned under the terms of the present agreement.
8. Each of the undersigned acknowledge that it is bound by all of the terms and conditions of the present agreement, as are its heirs, executors, administrators, representatives, successors and assigns.
9. Each of the undersigned agree that they bind themselves jointly and severally with respect to all of the obligations assumed hereunder.
10. The undersigned specifically waive the benefit of division and discussion.
11. The rights of the Surety by virtue of the present agreement are in addition to any rights which the Surety may have by law or otherwise.
12. All of the terms and conditions of the present agreement are for the benefit of:
 - (a) any predecessors or successors or assigns of the Surety, including as a result of mergers, name changes, acquisitions of portfolios, or otherwise, and
 - (b) any surety, joint or several, any re-insurance company and any other surety procured by the Surety upon the request of the principal to issue the Bond whether or not the Bond is issued by the Surety or whether or not the Surety retains any interest in the Bond.
13. In the present agreement the singular form includes the plural and the plural includes the singular.
14. This indemnity agreement may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Counterparts may be signed electronically, and the indemnity agreement may be delivered via facsimile, electronic mail, or PDF and the agreement so delivered will be deemed duly and validly delivered and be valid and effective for all purposes.
15. This Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the Courts of Alberta.
16. Any demand by the Surety on the undersigned may be hand delivered or sent by registered mail to such party at the address show below, or to such other address as such party may have notified to the Surety in writing, and shall be conclusively deemed to have been received (a) if hand delivered, on the date of delivery; or (b) if by registered mailed, on the second business day after mailing.
17. Any settlement or agreement concluded with the undersigned following a claim against him/her by the Surety under the present agreement shall not create a new agreement nor extinguish the undersigned's obligations hereunder, and the present agreement shall remain in full force and effect in case of default on the part of the undersigned to fulfil the terms of such settlement or agreement with the Surety.
18. The undersigned acknowledge and declare that:
 - (a) before signing, they have obtained a copy of the present agreement and that they have had sufficient time to study its terms and conditions;
 - (b) they have read and understood all of the terms and conditions of the present agreement;
 - (c) they have been given the opportunity of asking for appropriate explanations or clarifications on the nature and extent of the terms and conditions of the present agreement; and
 - (d) they have been given the opportunity to consult a legal or other advisor and, if they have deemed it necessary, they have in fact consulted such advisor.

TO BE COMPLETED BY APPLICANT(S)

Dated at _____ this _____ day of _____, 20_____	
(1) Signature of Witness:	(1) Full Name of Applicant/Indemnitor:
Print Name & Address of Witness:	Signature of Applicant/Indemnitor:
(2) Signature of Witness	(2) Full Name of Applicant/Indemnitor
Print Name & Address of Witness	Signature of Applicant/Indemnitor: